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 TO:COURTNEY A. LAGINESS COMPANY:ONE EAST FOURTH STREET

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

08/01/2011  
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|  |   |                  |                   |
|--|---|------------------|-------------------|
| SUBMISSION TYPE:   | NEW ASSIGNMENT                          |                  |                   |
| NATURE OF CONVEYANCE:  | SECURITY INTEREST                       |                  |                   |
| CONVEYING PARTY DATA   |   |                  |                   |
| Name   | Formerly                                | Execution Date   | Entity Type       |
| Cincom Systems, Inc.   |   | 04/29/2009       | CORPORATION: OHIO |
| RECEIVING PARTY DATA   |   |                  |                   |
| Name:  | Wells Fargo Bank, National Association  |                  |                   |
| Street Address:  | 8073 Washington Village Drive           |                  |                   |
| City:  | Centerville                             |                  |                   |
| State/Country:   | OHIO                                    |                  |                   |
| Postal Code:   | 45458                                   |                  |                   |
| Entity Type:   | CORPORATION: ASSOCIATION: UNITED STATES |                  |                   |
| PROPERTY NUMBERS Total: 5  |   |                  |                   |
| Property Type  | Number                                  | Word Mark        |                   |
| Registration Number:   | 2273453                                 | OBJECTSTUDIO     |                   |
| Registration Number:   | 1935823                                 | VISUAL SMALLTALK |                   |
| Registration Number:   | 1818393                                 | VISUALWORKS      |                   |
| Serial Number:   | 85275994                                |                  |                   |
| Serial Number:   | 77849494                                | WEBVELOCITY      |                   |
| CORRESPONDENCE DATA  |   |                  |                   |
| Fax Number:  | (513)579-6457                           |                  |                   |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |   |                  |                   |
| Phone:   | 5135796960                              |                  |                   |
| Email:   | trademarks@kmlaw.com                    |                  |                   |
| Correspondent Name:  | Courtney A. Laginess                    |                  |                   |
| Address Line 1:  | One East Fourth Street                  |                  |                   |
| Address Line 2:  | Suite 1400                              |                  |                   |
| Address Line 4:  | Cincinnati, OHIO 45202                  |                  |                   |
| ATTORNEY DOCKET NUMBER:  | CI7150IP0001                            |                  |                   |

OP- \$140.00 2273453

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|  |                        |
|--|------------------------|
| NAME OF SUBMITTER:   | Courtney A. Laginess   |
| Signature:   | /Courtney A. Laginess/ |
| Date:  | 08/01/2011             |
| Total Attachments: 3<br>source=WFTrademark#page1.tif<br>source=WFTrademark#page2.tif<br>source=WFTrademark#page3.tif |                        |

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### Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 28, 2011, is executed and delivered by Cincom Systems, Inc., an Ohio corporation (the "Company"), as debtor, whose address is 55 Merchant Street, Cincinnati, Ohio 45246, to Wells Fargo Bank (Lender), as secured party, whose address is 8073 Washington Village Drive, Centerville, OH 45458, under the circumstances summarized in the following recitals:

A. The Company is a party to a Security Agreement dated as of April 29, 2009 (the "Security Agreement") in favor of the Lender.

B. The parties are executing this Trademark Security Agreement for filing with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and as condition precedent to Lender's obligations under the Security Agreement, the Company hereby agrees with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Company hereby pledges and grants to the Lender a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of the Company:

- (a) trademarks of Company listed on Schedule A attached hereto;
- (b) all goodwill associated with such trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Lender shall otherwise determine.

SECTION 4. Termination. Upon termination of the Security Agreement in accordance with the terms thereof, the Lender shall execute, acknowledge, and deliver to the Company an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the trademarks under this Trademark Security Agreement.

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SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, Company and the Lender have caused this Trademark Security Agreement to be executed and delivered by their duly authorized representatives as of the date first set forth above.

Wells Fargo Bank .

By: Terri Cowdrey

Name: Terri Cowdrey

Title: SVP

Cincom Systems, Inc.

By: Gerald L. Shawhan

Name: GERALD L. SHAWHAN

Title: TREASURER

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**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

| Mark             | Registration Number | Date of Registration |
|------------------|---------------------|----------------------|
| OBJECTSTUDIO     | 2,273,453           | 8/31/99              |
| VISUAL SMALLTALK | 1,935,823           | 11/14/95             |
| VISUALWORKS®     | 1,818,393           | 1/25/94              |
|                  |                     |                      |

**TRADEMARK APPLICATIONS**

| Mark                                      | Registration Number | Date of Registration |
|---|---------------------|----------------------|
| Cincom Smalltalk Logo™<br>(atomic design) | 85275994            | filed 3/4/11         |
| Web Velocity™                             | 77849494            | filed 10/15/09       |
|   |                     |                      |

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